



CALVIN C. REMINGTON  
Interim Chief Probation Officer

## COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY  
DOWNEY, CALIFORNIA 90242  
(562) 940-2501



# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

31 October 11, 2016

LORI GLASGOW  
EXECUTIVE OFFICER

October 11, 2016

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

### **AUTHORIZE THE INTERIM CHIEF PROBATION OFFICER TO ENTER INTO A NON-FINANCIAL MEMORANDUM OF UNDERSTANDING WITH THE CALIFORNIA DEPARTMENT OF JUSTICE TO SHARE AND EVALUATE DATA**

**(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

#### **SUBJECT**

This is to request that your Board authorize the Interim Chief Probation Officer to enter into a non-financial Memorandum of Understanding (MOU) with the California Department of Justice, Division of Recidivism Reduction and Re-Entry (DOJ) to share and evaluate data.

#### **IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize the Interim Chief Probation Officer to execute and enter into the attached non-financial MOU (Attachment) with the DOJ to address all aspects of data sharing, reporting, and evaluation requirements.
2. Delegate authority to the Interim Chief Probation Officer to negotiate and execute similar non-financial MOUs with the DOJ, upon approval as to form by County Counsel.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is to authorize the Interim Chief Probation Officer to enter into a non-financial MOU with the DOJ to address all aspects of data sharing, reporting, and evaluation requirements for the Court to College (C2C) program, and to request delegated authority

to negotiate and execute similar non-financial MOUs with the DOJ.

The C2C program is a collaborative court program with the Norwalk Superior Court (Court) that provides an alternative to incarceration for first-time, low level felony offenders. The Court determines a probationer's suitability for the program during the investigation stage based on criminal history, age, and risk score originated from Probation. If deemed suitable, the probationer is offered to participate in the C2C program. Probation will collect C2C program participant data and transfer to the DOJ through the Secure File Transfer Protocol (SFTP) site that has been established between the DOJ and Probation.

The DOJ will then evaluate the C2C program data to determine if the program is achieving the desired impacts in providing an alternative to incarceration for first-time, low level felony offenders. The DOJ will also provide Probation with updates on the process of the evaluation, outlining progress and/or barriers, and develop plans to address those barriers.

### **Implementation of Strategic Plan Goals**

Approval of the recommended actions is consistent with the County of Los Angeles Strategic Plan Goal 1, Operational Effectiveness/Fiscal Sustainability, and Goal 3, Integrated Services Delivery.

### **FISCAL IMPACT/FINANCING**

The proposed MOU is non-financial and has no fiscal impact.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The non-financial MOU includes all contractual requirements and will be executed upon approval as to form by County Counsel.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of these recommendations will allow Probation to collaborate with the DOJ to evaluate the C2C program to determine if the program is achieving the desired impacts in providing an alternative to incarceration for first-time, low level felony offenders.

The Honorable Board of Supervisors

10/11/2016

Page 3

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Calvin C. Remington". The signature is written in a cursive, flowing style.

CALVIN C. REMINGTON

Interim Chief Probation Officer

CCR:TH:cc

Enclosures

c: Executive Officer  
Chief Executive Office  
County Counsel

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
COUNTY OF LOS ANGELES PROBATION DEPARTMENT  
AND  
CALIFORNIA DEPARTMENT OF JUSTICE,  
DIVISION OF RECIDIVISM REDUCTION AND RE-ENTRY  
REGARDING  
DATA SHARING FOR COURT TO COLLEGE PROGRAM**

This Memorandum of Understanding (MOU) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 between the California Department of Justice, Division of Recidivism Reduction and Re-Entry, hereinafter referred to as "Agency", and the County of Los Angeles Probation Department, hereinafter referred to as "County". For purposes of this MOU, Agency and County are each a "Party" and are collectively referred to as the "Parties."

**I. PURPOSE**

The purpose of this MOU is to address all aspects of data sharing, reporting and evaluation requirements for Court-to College (C2C) program evaluation purposes. C2C is a collaborative court program that provides an alternative to incarceration for first-time, low level felony offenders.

**II. TERM**

The term of this MOU shall commence upon execution date through \_\_\_\_\_ unless terminated earlier as provided for in this MOU.

**III. PAYMENT PROVISIONS**

This is a non-financial MOU.

**IV. AGENCY RESPONSIBILITIES**

- Agency will evaluate the C2C program to determine whether the program is having the desired impacts in providing an alternative to incarceration for first-time, low level felony offenders. Throughout the term of this MOU, Agency shall provide County with updates on the process of the analyses/evaluation, outlining progress and/or barriers, as well as develop plans to address those barriers.
- Agency will conduct a quantitative analyses/evaluation that will be based on Level of Service/Case Management Inventory (LS/CMI) data, Courage-to-Change Journal completion data, client demographics and Pre/Post C2C

Computer Trading Support (CTS), Data Service View (DSV) and Client Evaluation of Self and Treatment (CEST) data.

- Agency will provide County with a listing of data elements needed for the C2C program evaluation.
- Agency will provide a link to the Agency data exchange system for use by County to send and receive data during this evaluation.
- Agency will retrieve and send C2C data through the designated data exchange system.
- Agency will provide County with the information necessary to access the Secure File Transfer Protocol (SFTP) site that has been established between the two Parties.
- Agency will match files once uploaded to their site.
- Agency will designate a Program Manager to address all questions, concerns and protocols:

DR3 designated program manager is:  
Kathleen Hansen  
Division of Recidivism Reduction & Re-Entry  
Office of the Attorney General  
California Department of Justice  
4949 Broadway  
Sacramento, CA  
916-227-0762

## **V. COUNTY RESPONSIBILITIES**

- Prior to providing Agency with requested data elements listed in Appendix A (Court to College Data Elements), and Appendix B-D (Pre/Post Assessments), all County identifiers (first and last names, case numbers, etc.) will be removed and all information will be de-identified accordingly.
- County will submit requested data elements to Agency in a format that can be ingested by the Agency's systems.
- County will transfer two (2) files, one containing APS data and one containing ATC data to Agency's SFTP site on the last working day of the month.
- All data transferred will be encrypted and reformatted in **.xls** or **.csv** format files. The filename will include the date the file was created.

- In the case of system issues, County will contact Agency's tech to alert of the issue.
- Provide Agency with the Criminal Identification and Information (CII) numbers. This information will allow Agency to link C2C data to Agency's data system.
- All questions, concerns and program related modifications should be directed to:

Kathy New, Senior Director  
SB628 Unit  
9525 Imperial Hwy, Suite 100  
Downey, CA 90242  
(562) 334-4226

#### **VI. INFORMATION TO BE SHARED**

Data to be shared is relative to the C2C program participants, only those clients in the program will be included in the data sets. The specific data elements identified on forms in Appendix A-D will be extracted from APS and ATC databases and placed on MS Excel files. The excel files will then be transferred to the Agency server.

Appendix A-D contains the C2C data elements and assessments that will be shared or will be made available to Agency from County. Adding new data elements will require the written consent of the Parties.

#### **VII. DATA TRANSFER**

County will transfer data to the Agency by SFTP. SFTP is a network protocol that provides encrypted file transfer and file access capabilities over a network using Secure Shell (SSH2) supporting a number of different encryption ciphers (e.g., Advanced Encryption Standard – Counter (AES-CTR), AES, and Triple Data Encryption Standard (3DES). Agency will provide County with the information necessary to access the SFTP site that has been established between the two Parties. All data transfers from County to Agency as part of the C2C program will be conducted by uploading the data files to the SFTP site. Data files transferred to Agency will be in a format readable by Microsoft Office Excel (e.g. ".xlsx") unless otherwise specified.

#### **VIII. BACKGROUND AND SECURITY INVESTIGATIONS**

Background and security investigations of Agency's staff are required as a condition of beginning and continuing work under the MOU. The cost of background checks is the responsibility of the Agency. Agency shall be

responsible for the ongoing implementation and monitoring of Subparagraphs 1 through 6. On at least a quarterly basis, Agency shall report, in writing, monitoring results to the County, indicating compliance or problem areas. The elements of monitoring report shall receive prior written approval from County.

1. Agency shall submit the names of Agency's or Subcontractor's employees to the County Coordinator prior to the employee starting work on this MOU. County will schedule appointments to conduct background investigation/record checks based on fingerprints of Agency's or Subcontractor's employees, and shall conduct background investigations of Agency's or Subcontractor's employees at any time. **The Agency's or Subcontractor's employees shall not begin work on this MOU before receiving written notification of clearance from County.**
2. No personnel employed by the Agency or Subcontractor for this service having access to County information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to County and employment of the employee for this service is approved in writing by the County.
3. County reserves the right to preclude Agency or Subcontractor from employment or continued employment of any individual performing services under this MOU.
4. No Agency or Subcontractor staff providing services under this MOU shall be on active probation or parole.
5. Agency or Subcontractor staff performing services under this MOU shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the County.
6. Because County is charged by the State for reviewing the criminal records of Agency's or Subcontractor's employee, County will bill Agency to recover expenses. The current amount is \$32.00 per record check, which is subject to change by the State.

#### **IX. CONFIDENTIALITY**

The Agency shall be responsible for safeguarding all County information and data provided to the Agency.

1. Agency shall maintain the confidentiality of all records and information in accordance with all applicable federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

2. Agency shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of this confidentiality section of the MOU.
  - a) Agency shall sign and adhere to the provisions of *Exhibit A, Contractor Acknowledgement and Confidentiality Agreement*.
  - b) Agency shall cause each employee performing services covered by this MOU to sign and adhere to the provisions of *Exhibit B, Contractor Employee Acknowledgment and Confidentiality Agreement*.
  - c) Agency shall cause each non-employee performing services covered by this MOU to sign and adhere to the provisions of *Exhibit C, Contractor Non-Employee Acknowledgment and Confidentiality Agreement*.
3. Agency shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Agency, its officers, employees, agents, or Subcontractors, to comply with this Section as determined by County in its sole judgment. Any legal defense pursuant to Agency's indemnification obligations under this Paragraph shall be conducted by Agency and performed by counsel selected by Agency and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Agency fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Agency for all such costs and expenses incurred by County in doing so. Agency shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
4. Confidentiality of Adult and Juvenile Records

Agency shall comply with state laws which provide that all adult and juvenile records and County case information provided to Agency is confidential and no such information shall be disclosed except those authorized employees of County and law enforcement agencies. (California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144).
5. Agency shall provide to its employees copies of all code sections cited in this Section of the MOU, and forms to sign (*Refer to Exhibit D, Confidentiality of CORI Information*) regarding confidentiality of the information in adult and juvenile records. Agency shall retain original CORI signed forms and forward



copies to the County Coordinator within five (5) business days of start of employment.

6. Violations: Agency agrees to inform all of its employees, agents, Subcontractors, and partners of the above provisions and that any person knowingly and intentionally violating the provisions of said state law is guilty of a misdemeanor.

## **X. INDEMNIFICATION**

Agency shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Agency's acts and/or omissions arising from and/or relating to this MOU.

County shall indemnify, defend and hold harmless Agency, its elected and appointed officers, agents and employees from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with County's acts and/or omissions arising from and/or relating to this MOU.

## **XI. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Agency's indemnification of County, and in the performance of this MOU and until all of its obligations pursuant to this MOU have been met, Agency shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections XI and XII of this MOU. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Agency pursuant to this MOU. County in no way warrants that the Required Insurance is sufficient to protect the Agency for liabilities which may arise from or relate to this MOU.

### **1. Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Agency's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this MOU.
- Renewal Certificates shall be provided to County not less than ten (10) days prior to Agency's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Agency and/or Subcontractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this MOU by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Agency identified as the contracting party in this MOU. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Agency, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

**Susana Barrera, Contract Analyst  
County of Los Angeles Probation Department  
Contracts & Grants Management Division  
9150 East Imperial Highway, Room D-29  
Downey, CA 90242**

- Agency also shall promptly report to County any injury or property damage accident or incident, including any injury to an Agency employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Agency. Agency also shall promptly notify County of any third party claim or suit filed against Agency or any of its Subcontractors which arises from or relates to this MOU, and could result in the filing of a claim or lawsuit against Agency and/or County.

## **2. Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Agency's General Liability policy with respect to liability arising out of Agency's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Agency's acts or omissions, whether such liability is attributable to the Agency or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use

of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

**3. Cancellation of or Changes in Insurance**

Agency shall provide County with, or Agency's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the MOU, in the sole discretion of the County, upon which the County may suspend or terminate this MOU.

**4. Failure to Maintain Insurance**

Agency's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the MOU, upon which County immediately may withhold payments due to Agency, and/or suspend or terminate this MOU. County, at its sole discretion, may obtain damages from Agency resulting from said breach. Alternatively, County may purchase the Required Insurance, and without further notice to Agency, deduct the premium cost from sums due to Agency or pursue Agency reimbursement.

**5. Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

**6. Agency's Insurance Shall Be Primary**

Agency's insurance policies, with respect to any claims related to this MOU, shall be primary with respect to all other sources of coverage available to Agency. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Agency coverage.

**7. Waivers of Subrogation**

To the fullest extent permitted by law, the Agency hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this MOU. The Agency shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

**8. Subcontractor Insurance Coverage Requirements**

Agency shall include all Subcontractors as insureds under Agency's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Agency shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County and Agency as additional insureds on the Subcontractor's General Liability policy. Agency shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

**9. Deductibles and Self-Insured Retentions (SIRs)**

Agency's policies shall not obligate the County to pay any portion of any Agency deductible or SIR. County retains the right to require Agency to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Agency's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

**10. Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this MOU. Agency understands and agrees it shall maintain such coverage for a period of not less than three (3) years following MOU expiration, termination or cancellation.

**11. Application of Excess Liability Coverage**

Agency may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

**12. Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

**13. Alternative Risk Financing Programs**

County reserves the right to review, and then approve, Agency use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents shall be designated as an Additional Covered Party under any approved program.

#### 14. **County Review and Approval of Insurance Requirements**

County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

### **XII. INSURANCE COVERAGE**

1. **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:
 

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million
  
2. **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Agency's use of autos pursuant to this MOU, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
  
3. **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Agency will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Agency's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.
  
4. **Privacy/Network Security (Cyber)** insurance covering providing protection against liability for (1) privacy breaches (liability arising from the loss or disclosure of confidential information no matter how it occurs) (2) system breach (3) denial or loss of service (4) introduction, implantation, or spread of malicious software code (5) unauthorized access to or use of computer systems with limits of not less than \$10 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.
  
5. **Professional Liability-Errors and Omissions** insurance covering Contractor's liability arising from or related to this MOU, with limits of not less than \$1 million per claim and two (\$2) million aggregate. Further, Contractor

understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this MOU's expiration, termination or cancellation.

**XIII. AMENDMENTS**

This MOU may only be amended by mutual written consent of both parties. Neither verbal agreements nor conversations by any officers, employees and/or representatives of either party shall affect or modify any of the terms and conditions of this MOU.

Any change to the terms of this MOU, including those affecting the responsibilities of the parties and/or the rate and/or the method of compensation shall be incorporated into this MOU by a written amendment that is properly executed.

**XII. TERMINATION**

Either party may terminate this MOU, in whole or in part, for any reason whatsoever with thirty (30) calendar days of advance written notice to the other party.

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**IN WITNESS WHEREOF**, the County and Agency have caused this MOU to be executed on their behalf by their authorized representatives, the day, month and year first above written. The person signing on behalf of Agency for the warrants that he or she is authorized to bind Agency, and attest under penalty of perjury to the truth and authenticity of representations made and documents submitted and incorporated as part of this MOU.

COUNTY OF LOS ANGELES  
PROBATION DEPARTMENT

By \_\_\_\_\_  
CALVIN C. REMINGTON  
INTERIM CHIEF PROBATION OFFICER

\_\_\_\_\_  
Date

CALIFORNIA DEPARTMENT OF JUSTICE  
DIVISION OF RECIDIVISM REDUCTION & RE-ENTRY

By \_\_\_\_\_  
LINDA DENLY  
DIRECTOR

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

MARY C. WICKHAM  
COUNTY COUNSEL

By \_\_\_\_\_  
MILLICENT L. ROLON  
PRINCIPAL DEPUTY COUNTY COUNSEL

\_\_\_\_\_  
Date